

OGC Has Reviewed

21 March 1955

MEMORANDUM FOR: The Record

SUBJECT : [] 25X1A9A

25X1A9A 1. The undersigned, together with [] 25X1A9A
(who identified himself by the alias under which he was known
to subject), met with [] and his attorney, Irah M.
Love, in the Pentagon on March 7. It is deemed advisable to
record the format of that meeting for the guidance of interested
Agency officials in the event that [] might attempt to 25X1A9A
reopen his claim at some future date.

25X1A9A 2. The undersigned and [] were not identified other
25X1A9A than by the fact that [] in his alias was known to Mr.
25X1A9A [] as his superior officer at the time the alleged claim
arose.

25X1A9A 3. The tone of the meeting was established at the outset
by explanation to Mr. Love and his client that the so-called
"employment" was classified at the time it was undertaken and
remains classified. It was stated that benefits flowing from
"employment" were unilateral in that any salary or other bene-
fits provided in return for the services rendered were established
by the "employing entity" at the outset and not subject to
negotiation at this time. It was further stated that the bene-
fits flowing from the "employment" fall in two distinct areas,
(1) salary for services rendered, and (2) limited support
flowing from what was termed "sponsored status." Although the
separate benefits arose from a single source in the first
instance, on the termination of [] services, for cause,
it was determined that mitigating circumstances in his case were
such as to allow the continuation of those benefits that arose
from the sponsored status. The sponsored status was defined as
assistance in emigration to the United States which entailed a
certain amount of support during the waiting period, so that the
individual would not become destitute nor arrive in the United
States penniless.

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4. Using this format, [] was carried step by step, in general terms, through his story. Since [] claimed that he had been promised continuation of salary until the time of emigration, such a promise was found to be unreasonable and, in fact, to have been a pure misunderstanding on []'s part for the reason that on two or more occasions he had been approached and requested to perform other services under "salary" that were within his capabilities, at times after he had been terminated from his previous service. These offers of "employment" to [] admittedly were refused by him.

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5. At the close of the meeting, after the undersigned had stated that no purpose would be served in checking with persons identified by the claimant to [] by nickname, Mr. Lowe, in an aside (without his client's knowledge) asked the undersigned if he would be so kind as to appear to take the matter under consideration for a few days rather than stating a final denial before his client. In that same aside, Mr. Lowe agreed that he would instruct his client that he should write no more letters to foreign nationals outlining his "gripes" against his former "employer," the United States Government, for the reason that such letters, if brought to the attention of Immigration and Naturalization, might have an adverse effect on his application for citizenship because of colorable disclosure of classified information to unauthorized persons.

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6. On Thursday, 11 March 1955, the undersigned called Mr. Lowe, as had been openly agreed in the meeting of 7 March. He was informed that Mr. Lowe had instructed his client about future correspondence with foreign nationals and felt that his advice would be followed. Further, he had already laid the groundwork with his client for the "anticipated" denial of the claim. Mr. Lowe thanked the undersigned for his courtesy in the ostensible delay of final determination.

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[]
Office of the General Counsel

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Distribution: Orig.-Special File

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